

Seattle, WA
3601 Sixth Avenue South
Seattle, WA 98134
Phone: 206-682-3833
Fax:



CONTRACT # 2538283

Date: 2/4/2016
New/Renewal: NEW
Account Executive: Nancy Kupp
Phone: 206-682-3833

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	42686-15
Name	STRATEGIES 360 INC.
Address	1505 WESTLAKE AVE. N.
City/State/Zip	SEATTLE, WA 98109
Contact	Shekinah Sarver
Email Address	shekinahs@strategies360.com / lindsayb@strategies3
Phone #	(206) 282-1990
Fax #	(206) 282-2704
P.O./ Reference #	
Advertiser/Product	SWINOMISH INDIAN TRIBAL COMMUNITY
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
Vinyl	425 Seattle, WA	3 12'x24' Vinyl Production and Installation		02/22/16	1	\$1,050.00	\$1,050.00
Vinyl	425 Seattle, WA	2 8'x18' Vinyl Production and Installation		03/07/16	1	\$360.00	\$360.00
Total Production/Other Services Costs:							\$1,410.00

Space										
# of Panels: 9								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
TBD (1)	425-KING, WA	TBD	Yes	Poster			02/22/16-07/10/16	5	\$1,500.00	\$7,500.00
TBD (1)	425-THURSTON, WA	TBD		Poster			03/07/16-07/24/16	5	\$1,100.00	\$5,500.00
983 619183	425-WHATCOM, WA	GUIDE MERIDIAN HWY SR 539 EL 650F N/O HORTON RD SF-4	Yes	Junior Bulletin	8' 0" x 18' 0"		03/07/16-06/26/16	4	\$850.00	\$3,400.00
1621 619214	425-SKAGIT, WA	SH 20 SL 0.19M E/O CHRISTIANSEN RDWF-2	No	Junior Bulletin	10' 0" x 24' 0"		05/02/16-07/24/16	3	\$950.00	\$2,850.00
1014 619188	425-WHATCOM, WA	GUIDE MERIDIAN HWY SR 539 EL 380F S/O STUART RD SF-3	No	Junior Bulletin	8' 0" x 18' 0"		06/27/16-07/24/16	1	\$850.00	\$850.00
TBD (1)	425-KING, WA	TBD	Yes	Poster			07/11/16-07/24/16	1	\$750.00	\$750.00
TBD (1)	425-THURSTON, WA	TBD		Poster			07/25/16-08/07/16	1	\$550.00	\$550.00
1014 619188	425-WHATCOM, WA	GUIDE MERIDIAN HWY SR 539 EL 380F S/O STUART RD SF-3	No	Junior Bulletin	8' 0" x 18' 0"		07/25/16-08/07/16	1	\$425.00	\$425.00
1621 619214	425-SKAGIT, WA	SH 20 SL 0.19M E/O CHRISTIANSEN RDWF-2	No	Junior Bulletin	10' 0" x 24' 0"		07/25/16-08/07/16	1	\$475.00	\$475.00
Total Space Costs:										\$22,300.00
Total Costs:										\$23,710.00

Special Considerations: Rates are net.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Manager

(Officer/Title)


of the Advertiser and is authorized to execute this contract on behalf of the Advertiser

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Customer:	STRATEGIES.360 INC.
Signature:	 (signature above)
Name:	Jeff Reading (print name above)
Date:	2-12-16 (date above)

THE LAMAR COMPANIES		This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Nancy Kupp	GENERAL MANAGER	DATE	

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

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11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.



Produce Install & Maintain Advertising Contract

(USA TRANSIT)
Contract No. - E2537523

5551 Corporate Blvd.
Baton Rouge, LA 70808
Phone - 800.235.2627 Fax - 225.923.0658

Date 2/4/16

☒ New ☐ Renewal: Previous Contract No
(see provision # 3 on reverse side hereof)

Advertiser/Agency Agrees to purchase the following:

Produce and Install: The Lamar Companies ("Lamar") agrees to produce and install the below described transit advertising display(s) (hereinafter called the "Display"), in conformity with the specifications and conditions set forth herein. Advertiser or Advertising Agency agrees to pay the billing rate indicated below for the four (4) week periods specified. Contract scheduled to commence on dates stated on this document. If production or installation is delayed, contract to commence for the term noted beginning on the day immediately following completion of posting. Rate includes original basic copy only. In addition, Advertiser or Advertising Agency agrees to pay all taxes applicable to this contract. Additional charges will apply as approved by Advertiser or Advertising Agency. Title to Display passes to Advertiser upon installation of Display.

Space and Maintenance: The Lamar Companies ("Lamar") further agrees to provide space and maintain the Display in conformity with the specifications and conditions set forth herein.

Advertiser or Advertising Agency acknowledges that all representations and all agreements not herein set forth in writing are deemed waived. This contract shall not be binding upon Lamar until executed by an Officer or designee of Lamar. This Transit Advertising Display Contract is subordinate to the contract between the relevant transit Authority and Lamar.

☐ **Annual** - Upon commencement of installation, Advertiser or Advertising Agency agrees to pay the rate of billing described below per four (4) week period, in advance for 13 consecutive billing periods (52 weeks)

MARKET	DISPLAY TYPE	QUANTITY	BILLING RATE
			\$
			\$

☒ **Other** - The term of this contract shall begin as described below. Advertiser or advertising agency agrees to pay the rate of billing described below per designated four (4) week period, in advance

MARKET	DISPLAY TYPE	DISPLAY SIZE	QUANTITY	TERM	BILLING RATE
Bellingham	King	24x140	5	From 2/22/16 To 7/10/16	\$ 1,786.00
				From 7/11/16 To 7/24/16	\$ 895.00
				From To	\$
Bellingham	Tail	14x58	5	From 2/22/16 To 7/10/16	\$ 1,018.00
				From 7/11/16 To 7/24/16	\$ 510.00
				From To	\$
				From To	\$
				From To	\$
				From To	\$

☒ **Additional Services** Such as: Embellishments/Extensions/Snipes/Copy Changes. Please set out in detail additional charges and how these charges should be invoiced

☒ Advertiser or Advertising Agency will pay \$ 160.00 for additional services: ☒ upon first billing OR ☐ over contract term.

This is a 22 week contract, with 5 four week and 1 two week billing cycle. Contract total \$15,425.

5 bonus tails on a space available basis for the duration of the campaign. \$160 in additional services covers production of space available tails plus one extra king and tail, plus \$15.36 in Sales tax..

Applicable sales and use taxes will be added.

This Advertising Display Contract is expressly subject to the additional terms and conditions set out on the reverse side hereof, and Advertiser/Advertising Agency acknowledges full review and acceptance of all written terms and conditions set out on both sides of this contract.

LAMAR MEDIA SALES
REPRESENTATIVE: Nancy Kupp
(PRINT NAME OF SALES REPRESENTATIVE)

ADVERTISER: Swinomish Indian Tribal Community
(PRINT NAME OF ADVERTISER)

ACCEPTED BY: Ted Mann, VP/Transit General Manager
(PRINT NAME AND TITLE OF LAMAR COMPANIES OFFICER/DESIGNEE)

ADVERTISING
AGENCY: Strategies 360
(PRINT NAME OF ADVERTISING AGENCY)

AUTHORIZED
REPRESENTATIVE: Jeff Reading, Vp Communications
(PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE)

SIGNATURE DATE

X

SIGNATURE DATE

SHIP DISPLAY
MATERIALS TO:

(ALL SHIPMENTS MUST BE PREPAID)

Bob Erickson

(NAME)

3601 6th Avenue South

(MAILING ADDRESS)

Seattle, Wa 98134

(CITY, STATE, ZIP)

BILLING
ADDRESS:

(NAME - ATTENTION TO)

1505 Westlake Ave N, Suite 1000

(MAILING ADDRESS)

Seattle, Wa 98109

(CITY, STATE, ZIP)

PHONE NUMBER: (206) 282 1990

FAX NUMBER:

E-MAIL ADDRESS: Jeffr@Strategies360.Com

Taxpayer ID Number 93-0966515



Additional Terms and Conditions of Advertising Display Contract

1. The terms "Advertiser" and "Advertising Agency" shall mean and refer to the firms or individuals so designated on the face page of this contract, and "Advertiser" shall include the contracting Advertising Agency, if any. "Lamar" shall mean and refer to The Lamar Companies, its successors and assigns and any affiliated company having a contract with the Authority. "Authority" shall mean and refer to the public agency or authority having jurisdiction over the public transit vehicles and facilities on which the advertising materials are to be displayed.
2. Advertiser and/or Advertising Agency must provide approved artwork in an acceptable format 21 days prior to contract start date. If production is delayed due to artwork, Advertiser or Advertising Agency remains responsible for payment of contracted amount per contract period(s).
3. If this contract is a renewal contract, Advertiser or Advertising Agency agree to pay the billing rate set out in the previous contract for billing periods extending beyond the expiration of the previous contract term until the start date set out in this contract.
4. The text and illustrations on each Display shall be subject to approval or disapproval by Lamar and by each Authority on whose units the Display will be posted and such decision shall be final. In the event the Authority or its representatives shall disapprove of any Display, Lamar shall have the right to remove the Display forthwith and the Advertiser or Advertising Agency shall receive a pro rata credit (space only) from the date of removal of the Display.
5. Lamar accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed ("Laws"). In the event that such advertising Display becomes illegal or a request is received to terminate the Display for violation of Laws, Lamar reserves the right to terminate same, but there shall be no short rate charge because of such termination.
6. Advertiser or Advertising Agency grants to Lamar for the term of this contract, and any renewal thereof by Advertiser or Advertising Agency, an irrevocable license to use the Display, such license to commence on completion of installation. Upon expiry of the license, Advertiser or Advertising Agency agrees that Lamar can dispose of the Display.
7. It is understood and agreed that this contract may not be canceled by Advertiser or Advertising Agency without prior written consent of an Officer of Lamar. Lamar reserves the right to cancel this contract at any time upon default by the Advertiser or Advertising Agency in the payment of bills or other breach, or in the event of any material violation on the part of the Advertiser or Advertising Agency of any of the conditions herein contained; and upon such cancellation, all unpaid charges for advertising done hereunder, including short term rates or other charges under this contract shall become immediately due and payable. In case of delinquency in payment, waiver by Lamar of any specific breach of this contract by the Advertiser or Advertising Agency shall not prejudice Lamar's rights hereunder with respect to any breach or breaches not specifically waived by Lamar.
8. Execution of this contract does not constitute an extension of credit by Lamar to Advertiser or Advertising Agency. In the event Advertiser or Advertising Agency applies for credit, the terms, representations and conditions of the credit application are incorporated into this agreement. Upon credit approval by Lamar, all payments under this contract will be due in advance every four weeks. A late payment charge of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is less, shall be charged to and paid by Advertiser or Advertising Agency on any amount remaining unpaid after 30 days from a given invoice date. Advertiser or Advertising Agency agrees to pay all taxes applicable to this contract. In addition, Advertiser acknowledges and agrees that no payment made to the Advertising Agency shall constitute satisfaction of a payment obligation under this contract unless and until Lamar actually receives said payment.
9. If this contract is placed with a collection agency or an attorney for collection, Advertiser or Advertising Agency shall pay Lamar's collection fees and reasonable attorney fees, even though no suit or action is filed. If a suit or action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided, and shall include an amount estimated by the court as the reasonable costs and fees to be incurred in collecting any monetary judgment or enforcing any other order entered in the suit or action.
10. Failure to make any payment as herein provided shall, at Lamar's option, be deemed a complete and fundamental breach by Advertiser or Advertising Agency of this contract, and upon any such failure the full amount of the remaining installments shall immediately become due and payable, and in the event of failure to make payment thereof on demand, Lamar is authorized, but not obligated, to remove the Display from any or all of the spaces covered by this contract, to relet the spaces or any of them for the whole or any part of the unexpired term of this contract to such person or persons and upon such terms and conditions as Lamar may determine, to collect and receive the income or rent therefrom, to apply the income or rent so received from such reletting, first to Lamar's costs of replacing the Display (including, but not limited to, costs incurred for production and installation of the replacement display), and to apply the balance thereof to satisfaction of any amounts which may then be due to Lamar from Advertiser or Advertising Agency under this contract.
11. Advertiser or Advertising Agency shall indemnify and save harmless Lamar against any liability to which Lamar may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, in defending any such action or actions.
12. Lamar will not be deemed to be in default with respect to its performance of or compliance with any of the terms or conditions of this advertising display contract if the failure to perform or comply is due to any act of God, armed conflict, riots, civil commotion, sabotage, vandalism, strikes or lockouts or any other event or cause, whether similar or dissimilar to the foregoing, beyond the control of Lamar.
13. This contract is not assignable by the Advertiser or Advertising Agency.
14. Any bill rendered to the Advertiser or Advertising Agency shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the Advertiser or Advertising Agency within thirty (30) days after billing.
15. Advertiser and Advertising Agency, if any, are jointly and severally responsible for payment under this contract. This contract contains the entire agreement between parties, and no representation or promise not set forth herein shall affect the obligations of the parties hereunder.
16. The Advertising Agency, if any, represents and warrants that it is authorized to execute this contract on behalf of the Advertiser and to legally bind the Advertiser to the payment and performance of the obligations provided in this contract.
17. Advertiser and Advertising Agency agree that Lamar makes no express or implied promise or commitment that Display will be posted on any specific unit or that Display will be posted on a unit that travels on any specific route.
18. Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter, including but not limited to any claims for false or misleading advertising, of any copy displayed pursuant to this contract.

Customer Signature _____

Contract Number 2537523